

AGREEMENT

between the

TOWNSHIP OF HAMILTON

MERCER COUNTY

and

COMMUNICATION WORKERS OF AMERICA

AFL-CIO

(FOR LOCAL 1042)

**White Collar**

JULY 1, 1999 through JUNE 30, 2002

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## PREAMBLE

This Agreement made and entered into this first day of JULY 1999 by and between the Township of Hamilton, Mercer County, Trenton, New Jersey, hereinafter referred to as the "Employer," and Communication Workers of America - AFL-CIO, hereinafter called the "Union."

Whereas, it is the desire of the parties to promote mutual cooperation and harmony and to formulate rules for the guidance of the parties; now, therefore, in consideration of the mutual promises made by each of the parties to the other, and good and valuable consideration in the premises, the parties hereto agree as follows.

## ARTICLE I

### RECOGNITION

SECTION I: The Employer recognizes the Union as the sole and/or exclusive bargaining agent for the purposes of collective negotiations of salaries and wages, hours of work, and other fringe benefits, terms and conditions of employment for all full-time permanent and provisional employees, and permanent part-time employees (defined as employees who must work a minimum of twenty (20) hours per week), in the list of white collar titles with range numbers to be attached at end of contract, and for such additional classifications as the parties may later agree to include.



SECTION II: Excluded are-

- A. Seasonal Employees
- B. Part-time Provisional and Temporary Employees
- C. Managerial Executives
- D. Policemen
- E. Employees Represented by other Certified bargaining Units
- F. Confidential Employees
- G. Craft Employees

ARTICLE II

MANAGEMENT RIGHTS

The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the laws and Constitution of the State of New Jersey and the United States of America; except as may be specifically modified by this Agreement. These rights will include, but not be limited to, full operation efficiency and productivity in the direction of the work force. All of the terms and conditions of employment not specifically covered by existing statutes, are hereby reserved by the Township as its management prerogatives and rights.

ARTICLE III  
POLICY AGREEMENTS

SECTION I: It is agreed that the parties shall refrain from the commitment of any unfair practice and it is further agreed that the requirements of negotiability, as set forth in statutes and amendments thereto, shall guide the conduct of the parties during the term of this Agreement.

These agreements are not intended to limit the freedom of speech of the Union or its members.

SECTION II: The Employer agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, political affiliation, Union membership or activities.

Both the Employer and the Union agree that they will not discriminate against or harass employees from either management or the Union.

The Employer and the Union agree not to interfere with the rights of the employees to become or not to become members of the Union and further that there shall be no discrimination or coercion against any employees because of Union membership or non-membership. The Union recognizes its responsibility as the exclusive representative for all employees in the Unit without discrimination.

SECTION III: Representatives of the Union, who are not employees, shall be admitted on the premises of the Employer.

SECTION IV: The Union has sole right and discretion to designate Shop Stewards and specify their respective responsibilities and authority to act for the Union. The Employer agrees to recognize a reasonable number of Union Shop Stewards as mutually agreed to by the Employer and the Union. The Employer will appoint appropriate representatives of management who will respond to the Union in grievance procedure or other designated functions. Should conflict arise, the parties agree to resolve the conflict through further discussion.

SECTION V: Common Dignity and Respect Clause: The employer and the union agree that the work environment shall be characterized with respect for the common dignity to which all individuals are entitled. It is agreed that verbal and/or physical harassment of an employee is inappropriate.

#### ARTICLE IV

##### DUES DEDUCTION

SECTION I: Upon receipt of a lawfully executed written authorization from an employee, the Employer agrees to deduct the regular monthly Union dues of said employee from his paycheck. This deduction will be submitted to a Union official so designated in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted. This authorization shall be irrevocable during the term of this Agreement.

SECTION II: The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer or the Union under the provisions of this Agreement.

SECTION III: Upon receipt of a properly executed COPE (Committee on Political Education) authorization form from an employee, the employer agrees to deduct from the employee's regular paycheck the amount designated on the form. It is recognized that the COPE authorization is voluntary and that the contributions are not conditions of membership in the union or of employment with the employer.

COPE deductions, once authorized, shall remain in effect unless cancelled by the employee in writing pursuant to N.J.S.A. 52:14-15.9e.

#### ARTICLE V

#### AGENCY SHOP

The Township agrees to deduct from the pay of each employee covered by this Agreement who does not furnish a written authorization for deduction of union dues, an amount equal to eighty-five (85) percent of the present union dues. The Township agrees to deduct said dues each month commencing with the third (3rd) month of employment of such employee. A copy of a list of employees from whose pay such deductions were made shall also be delivered to the local Union President.

Deduction of Union dues made pursuant hereto shall be remitted by the Township to the Union, c/o Secretary/Treasurer,

Communications Workers of America, AFL-CIO, 501 Third Street, N.W., Washington, D.C. 20001-2797, by the tenth (10th) day after the deductions are made or as soon as practicable in the month following the calendar month in which such deductions were made.

## ARTICLE VI

### GRIEVANCE PROCEDURE

SECTION I: A grievance is a dispute and/or controversy which arises over an interpretation, application or alleged violation of the terms and conditions of this Agreement, Township or departmental rules, regulations or policy.

SECTION II: Purposes:

A. The purpose of this procedure is to assure prompt and equitable solutions to problems arising from the administration of this Agreement or other conditions of employment and to provide an exclusive vehicle for the settlement of employee grievances under Career Service Rules, at the lowest possible level.

B. It is agreed that in the use of this grievance procedure an employee shall not be coerced, intimidated or suffer any reprisal, either direct or indirect, as a result of such use.

C. Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent an employee before Career Service. The Union's decision to request the movement of any grievance at any step or

terminate an employee's grievance at any step shall be final as to the interest of the grievant and the Union.

D. No grievance settlement reached under the terms of this Agreement shall add to, subtract or modify any terms of this Agreement or existing laws.

SECTION III: When a grievance involves an alleged violation of rights and privileges specified in the Career Service Laws, rules and/or regulations for which there are specific appeals to the Career Service, each employee shall present his/her complaint directly to the Career Service. The Union may represent the employee before the Career Service.

SECTION IV: General Rules

A. A grievance must be filed initially within fifteen (15) working days from the date on which the act, which is the subject of the grievance, occurred, or fifteen (15) working days from the date on which the grievant should reasonably have known of its occurrence. Where a grievance involves exclusively an alleged error in calculation of salary payments, the grievance must be timely filed within thirty (30) calendar days from the time the individual should reasonably have known of its occurrence. Other reference to days in this process are working days.

B. Time limits under this Article may be changed by mutual agreement and requests for extension of time limits will not be unreasonably withheld.

C. If the finding or resolution of a grievance at any step in the procedure is not appealed within the prescribed time, said grievance will be considered settled on the basis of the last answer provided and there shall be no further appeal or review.

D. Where the subject of a grievance suggests it is appropriate and where the parties mutually agree, such grievance may be initiated at or moved to Step 2 without a hearing at a lower step.

E. Where a grievance directly concerns and is shared by more than one (1) grievant, such group grievance may properly be initiated at whichever is the first level of supervision common to the group, with the mutual consent of the parties. The presentation of such group grievance will be by the appropriate Union representative and one (1) of the grievants designated by the Union. Where individual grievances concerning the same matter are filed by several grievants, it shall be the option of the Employer to consolidate such grievance for hearing as a group grievance.

F. Time off for grievance hearings will be granted to the grievant (1), the Union employee representative and a reasonable number of witnesses required without loss of pay for the time of appearance and travel time as required, if during their normal scheduled working hours.

G. Union and Management representatives shall have the right to directly examine and cross-examine witnesses who appear at any step of this procedure.

H. All grievances shall be presented in writing to the Employer and answered in writing by the Employer.

I. A Union representative will be present at all hearings

J. All grievance forms will be returned to the union intact at each step of the grievance procedure.

K. Employee inquiries as to the interpretation and administration of the contract, policies and rules and regulations, must be discussed with their union representatives before presentation to the employer. Employer responses to such inquiries shall be in writing to the union when appropriate.

#### SECTION V: Grievance Investigation:

When a grievance has been initially submitted to the Union and where the representative requires time to investigate such grievance to achieve an understanding of the specific work problem during working hours, the representative will be granted permission and one (1) hour to investigate without loss of pay. The Supervisors of the representative and of the involved grievant shall schedule such time release, providing the work responsibilities of the representative and of any involved employee are adequately covered, and providing there is no disruption of work. Such release shall not be construed to include preparation of paperwork, record keeping, conference among Union officials nor preparation for presentation at a grievance hearing.

#### SECTION VI: Grievance Steps:

Step 1: If the matter is not resolved informally pursuant to paragraph (K) above, the grievant through union representation may present a grievance in writing, to the immediate supervisor and/or Division head, who shall hear the grievance. The grievant



may be represented by a union employee representative. Pertinent records may be received.

Decisions after the scheduled hearing shall be in writing to the grievant within three (3) days after the conclusion of the hearing, and shall include the name and position of the next higher manager to whom an appeal may be presented. Should the grievance not be satisfactorily resolved or should there be no response within the three (3) days, the grievant may exercise the option within seven (7) days to proceed to the next step.

Step 2: If the grievant is dissatisfied with the decision from Step 1, he/she may present his/her grievance in writing to the Department Head, who shall hear the grievance within five (5) days. Witnesses may be heard and pertinent records received. The grievant may be represented by a Union employee representative. The grievance may be amended or modified prior to the decision being rendered.

Decisions after the scheduled hearing shall be in writing to the grievant within three (3) days after the conclusion of the hearing, and shall include the name and position of the next higher manager to whom an appeal should be presented. Should the grievance not be satisfactorily resolved or should there be no response within the three (3) days, the grievant may exercise the option within seven (7) days to proceed to the next step.

Step 3: If the grievant is dissatisfied with the decision from Step 2, he/she may present his/her grievance in writing to the Business Administrator or designee, who shall hear the grievance within seven (7) days. Witnesses may be heard and

pertinent records received. The grievant may be represented by Union non-employee representatives and/or employee representative.

Decisions after the scheduled hearing shall be in writing to the grievant within three (3) days after the conclusion of the hearing. Should the grievance not be satisfactorily resolved or should there be no response within the three (3) days, the grievant may exercise the option within seven (7) days to proceed to the next step.

Upon request, the employer and the Union will exchange a list of names of witnesses to be called and a copy of any material to be used as evidence. This exchange will take place no later than two (2) days prior to the scheduled hearing.

Step 4: If no settlement of a grievance is reached between the parties, the Union or the employer may move the grievance to arbitration, within thirty (30) days after receiving the answer from the Business Administrator or designee, or within thirty (30) days from the date answer was due. The Union or the Employer shall notify PERC. The selection of the arbitrator will be made in accordance with PERC rules. The award shall be in writing and shall be final and binding. The cost of the arbitrator's fees shall be shared by the Employer and the Union equally. The arbitrator shall interpret this Agreement as written and shall not alter, amend, or add to the terms of this Agreement.

Upon request, the employer and the Union will exchange a list of names of witnesses to be called and a copy of any

material to be used as evidence. This exchange will take place no later than two (2) days prior to the scheduled hearing.

## ARTICLE VII

### DISCIPLINE

SECTION I: Discipline of an employee shall be imposed only for just cause. Discipline under this Article means official reprimand, fine, suspension, demotion or removal. The parties agree that included within the concept of just cause is the principle that disciplinary action should be corrective and progressive in nature. Demotion or removal based upon a layoff or other operational judgment of the Employer shall not be construed to be discipline. Just cause for discipline up to and including removal shall include but not be limited to those causes set forth in Civil Service Rule 4:1-16.9.

SECTION II: "Prior to any imposition of discipline, the employee and the union shall be given the opportunity to discuss the cause with the supervisor intending to impose discipline.

A pre-termination loudermill hearing shall be conducted prior to the termination of permanent employees. Such pre-termination hearing must provide the employee an opportunity to respond to charges, which shall be written and an explanation of the employer's evidence. The employee shall be provided with an opportunity to present his/her side of the story. Union representation shall be permitted at the pre-termination hearing.

Disciplinary action shall be either minor or major. Major disciplinary actions shall be any action where the penalty

contemplated could be termination, demotion, or a suspension of more than five (5) days or an equivalent fine or any other action which is appealable to the State of New Jersey Department of Personnel. Minor disciplinary action can be any other penalty not included above.

Prior to the imposition of any minor disciplinary action, the supervisor must discuss the disciplinary problem with the employee and a union representative. Such a discussion shall not constitute a hearing. Following the discussion, if the supervisor still intends to impose discipline it shall be done in writing not more than ten (10) working days following the discussion.

The results of any minor disciplinary action as defined above, will not become effective until the appeals under the grievance procedure, up to and including the 3rd step have been exhausted.

If the disciplinary action is the result of a previously discussed disciplinary matter, such as lateness or absenteeism, which warrants progressive disciplinary action, no additional discussion is necessary. The disciplinary action must be in writing.

If the disciplinary action may result in a major penalty as defined above, the employee must be notified in writing and given a formal hearing at which union representation must be provided. If the supervisor intends to suspend the employee without pay pending the formal hearing, the employee shall first be afforded the opportunity to discuss the charges at an informal hearing with union representation present. The employee shall be presumed innocent until all the facts are discussed. If there is

a recording of the meeting, the employee shall be notified and shall be provided a copy upon request.

SECTION III: If the result of the meeting is the imposition of discipline, the employee and the Union President shall be notified in writing.

SECTION IV: Any disciplinary matter of less severity (e.g. reprimand, suspension of five (5) days or less, or fines of less than six (6) days pay) than those from which appeal may be made to the Career Service Commission may be the subject of an appeal filed through the grievance procedure. Any grievance involving disciplinary action in excess of a written reprimand may include binding arbitration as a final step.

SECTION V: A permanent employee shall have the right to a Department hearing in accordance with Career Service rules and regulations, and shall not use the grievance procedure, in every disciplinary action involving:

- A. Suspension of more than five (5) days at one (1) time
- B. Suspension or fines more than three (3) times or for an aggregate of more than fifteen (15) days in one (1) calendar year
- C. Demotion
- D. Removal

Such departmental hearing should commence as soon as possible no later than thirty (30) days after service of copy of charges. The appointing authority shall notify the employee, the

Union and the Career Service Commission of the reasons for such disciplinary action. A written decision shall be rendered by the hearing officer no later than ten (10) working days after the disciplinary hearing is held. The employee may be represented at such hearing by a Union representative or legal counsel, witnesses will be heard and pertinent records reviewed.

In the event that the Law changes during the course of this agreement and binding arbitration becomes a legal subject of collective bargaining then the parties will reconvene negotiations to reconsider this section.

If the employee is represented by legal counsel, the union shall have the right to attend the disciplinary hearing as an observer and adviser.

## ARTICLE VIII

### OUT-OF-TITLE-WORK

SECTION I: The Employer and the Union agree that employees shall be assigned work appropriate and within their job classifications. The practice of regularly assigning out-of-title work, when brought to the attention of the employer will be corrected immediately.

SECTION II: If an employee works above his classification at the written request of his/her immediate supervisor, he/she shall be paid the rate of the higher title, not to exceed sixty (60) days. Should the employer find it necessary to continue an out-of-title assignment beyond sixty (60) days, the parties agree to meet and review the status of the assignment. If after the

review, no agreement to continue the assignment can be made, or if there is no review after sixty (60) days, the employer shall make the change permanent according to civil service rules or the employee shall return to his/her original job duties, provided no other employee is assigned the higher job classification duties or responsibilities.

SECTION III: All out-of-title work will be filled within the Department from the next lower rated job titles, provided the employee possesses the necessary skills, ability and knowledge to perform the duties required of the higher rated job.

## ARTICLE IX

### HOURS OF WORK AND OVERTIME

SECTION I: Workweek: The workweek shall consist of five (5) working days, Monday through Sunday inclusive. For payroll purposes the workweek shall commence every Monday at 7:00 a.m.

SECTION II: Work Schedule: Work schedules showing the employee's shifts, work days and hours, shall be posted on all department bulletin boards at all times. Work schedules for employees in the Public Works Department shall be posted on their respective division bulletin boards. Except for emergency situations, changes in work schedules shall be posted one (1) week in advance and assignments made according to the seniority provisions of this Agreement.

In an emergency, each and every employee shall be subject to call for emergency duty and it is each employee's responsibility

to cooperate and accept such emergency work, when required. Emergency is hereby defined as the period of time when the health, safety and general welfare of the public is in jeopardy. The determination as to what condition constitutes an emergency will be at the discretion of the Mayor and/or his designee, and will not be subject to the grievance procedure.

SECTION III: Rest Period: The Employer shall grant two (2) ten (10) minute paid rest periods during each shift; one (1) occurring in the 1st half (1/2) of the shift and one (1) in the second half (1/2), at a time designated by the department head or with the specific approval of the immediate supervisor.

SECTION IV: Stand-by: Employees when on Stand-by, will be guaranteed eight (8) hours pay for Saturday and eight (8) hours pay for Sunday at straight time. If the employee actually reports for work, he will be paid time and one-half for those hours actually worked on Saturday and double time for those hours actually worked on Sunday and holidays.

Employees paid under this section will not make use of the call-in provision of this Contract.

SECTION V: Call-in: Employees who are called into work by their supervisor and/or designee after their normal daily work shift will be guaranteed a minimum of four (4) hours pay if called in with a crew and two (2) hours if called in without a crew.



The employee will be paid time and one-half (1 1/2) for those hours actually worked on weekdays and Saturdays and double time for those hours actually worked on Sundays. The remaining balance of time between the time actually worked up to the guaranteed minimum will be paid at straight time. This compensation will be provided to the employee each time that he is called-in to work. Employees who are called-in will not make use of the Stand-by provision of this Contract.

SECTION VI: Shift Differential: Any employee whose work shift on a scheduled work day begins after 1:00 p.m. will be paid a shift differential for all such hours worked after 5:00 p.m. Employees that are regularly assigned to the 4 p.m. - 12 a.m. shift will receive shift differential in the amount of \$.90 cents per hour. Employees that are regularly assigned to the 12 a.m.-8 a.m. shift will receive shift differential in addition to their regular pay in the amount of \$.95 cents per hour. No other employees are eligible for shift differential. However employees on other shifts are eligible for overtime. In no circumstances will overtime be paid in conjunction with shift differential.

SECTION VII: Meal Allowance: When an employee is required to work overtime as a result of an emergency or a continuation of a full regular scheduled work day and has worked a minimum of four (4) hours overtime, then in that case the Township will make provisions for meal allowances. Payment will be made upon receipt of a paid bill for the actual amount spent not to exceed specified meal allowance schedule.

Breakfast	\$5.50
Lunch	\$6.50
Dinner	\$9.00

An employee notified to report to work two (2) hours before the start of a regular work day shall be entitled to meal allowance under the provisions of this contract. Time to obtain the meal will be provided for prior to three (3) hours into the regular work day.

SECTION VIII: OVERTIME: a. Employees will be reimbursed at the rate of time and one half for overtime hours accrued in excess of the normal daily work shift. However, work performed in excess of sixteen (16) consecutive hours for snow removal, reimbursement shall be at the rate of double time. These reimbursement credits shall be taken in compensatory time or in cash at the option of the employee. However, compensatory time off shall be taken at the mutual convenience of the employee and the immediate supervisor.

b. Hours worked on a holiday are not considered hours worked for the computation of regular overtime in the workweek but shall be compensated at double time in addition to the holiday credit.

c. Overtime shall be scheduled and distributed as equally as possible within each department without discrimination provided it does not impair operations. Employees within their department who are qualified and capable of performing the work without additional training shall be called upon to perform such overtime work. To the extent that it is practical and reasonable

to foresee, the Employer shall give the employee as much advance notice as possible relative to the scheduling of overtime work. The opportunity to work overtime shall be extended to each employee, who is expected to be available for a reasonable amount of overtime work. The employee may refuse an overtime assignment with a reasonable excuse and will not be subjected to disciplinary action. For purposes of determining approximate equalization of overtime, any overtime assignment offered, whether worked or not worked, will be considered as if it was worked.

d. All work performed on Saturday shall be reimbursed at the rate of time and one half (1 1/2). All work performed on Sunday shall be reimbursed at the rate of double time. Employees absent due to vacation or holidays shall have this time credited as time worked.

e. Employees of the Municipal Court who are required to be available for possible overtime work will be guaranteed a minimum of one (1) hour pay, at the regular rate, for each day required to be available provided a minimum of one quarter (1/4) hour of overtime is worked for each occurrence. Employees will be reimbursed at the premium rate of pay for those hours actually worked. The remaining balance of time (that portion of the hour not worked) will be compensated for at straight time.

**SECTION IX:      EARLY DISMISSAL PROVISIONS:**      If      Township employees are dismissed early due to a holiday all other employees working the same day will be granted compensatory time. No other employees will be granted compensatory time.

If Township offices are closed down due to an emergency, employees that are not required to be at work will be sent home. If emergency conditions are lifted employees that work on other shifts will not receive compensatory time. The Mayor or his designee will determine when emergency conditions are lifted.

If Township offices are closed down due to an emergency, employees working non-traditional work schedules will not receive compensatory time. Employees scheduled to work on their scheduled day off will receive overtime in accordance with those provisions in the contract.

## ARTICLE X

### HOLIDAYS

SECTION I: The following days will be recognized as the paid holidays under the term of this Agreement:

1. New Year's Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Washington's Birthday
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. General Election Day
11. Veterans' Day
12. Thanksgiving Day
13. Day after Thanksgiving
14. Christmas Day

SECTION II: In the event a holiday falls on a Saturday, it shall be celebrated on the preceding Friday.

SECTION III: In the event a holiday falls on a Sunday, it shall be celebrated on the following Monday.

SECTION IV: In addition to the aforementioned holidays, the Employer will grant a holiday whenever declared by Proclamation of the Mayor.

SECTION V: In order to qualify for holiday pay, employees must work their scheduled workday immediately preceding and immediately following the holiday, unless on excused absence.

SECTION VI: Whenever a holiday falls during the time an employee is utilizing sick leave or family leave benefits, that day will not be considered as sick leave or family leave benefits.

SECTION VII: Employees who are on leave of absence without pay, will not be eligible for holiday pay.

## ARTICLE XI

### VACATIONS

SECTION I: All full-time permanent and provisional and permanent part-time employees shall be entitled to vacation leave based on their years of continuous service. Periods of a leave of absence without pay, except military leave, shall be deducted from the employee's total continuous service for purposes of determining the earned service credit for vacation leave. Vacations with pay shall be granted to employees as follows:

Date of Hire to December 31st  
of the Year of Appointment..... 1 day per month  
One Year to Five Years.....12 working days  
Five to Ten Years.....15 working days  
Ten to Fifteen Years.....20 working days  
Fifteen to Twenty Years.....25 working days  
Over Twenty Years.....30 working days

For the purposes of computing years of service for vacation leave, anyone whose date of employment falls between January 1st through September 30th inclusive, is entitled to count that period as a year of service.

Vacation shall be computed on a calendar year basis, that is, January 1st through December 31st. **Vacation time may be used in quarter (1/4) day increments.**

Permanent part-time employees shall receive vacation credit allowed on a proportionate or prorated basis.

All full time employees with library titles currently receiving twenty (20) days vacation leave, will continue to receive twenty (20) days vacation per calendar year for the duration of their employment. Those employees currently receiving seventeen (17) days vacation leave per calendar year will continue to receive same until they achieve ten (10) years continuous service with the Township. At that time, they will receive vacation leave in accordance with the regular Township vacation schedule. Also, newly hired employees will receive vacation leave in accordance with the regular Township schedule.

Effective January 1, 1992 all Library employees will receive vacation benefits in accordance with the regular vacation schedule.

SECTION II: The rate of vacation pay shall be the employee's regular straight time rate of pay in effect on the day in which vacation is taken.

SECTION III: Vacation allowance must be taken during the current calendar year at such time as permitted unless the appointing authority or designee determines that it cannot be

taken because of pressure of work. One (1) year, with a maximum of twenty (20) vacation days may be carried over into the succeeding year with the approval of the Division Superintendent. Where an employee has earned vacation in excess of twenty (20) days as of September 1, the employee will meet with his/her supervisor to schedule off that excessive allowance so that no accrued vacation time will be lost.

SECTION IV: A permanent employee who returns from military service is entitled to full vacation allowance for the calendar year of return and for the year preceding, providing the latter can be taken during the year of return.

SECTION V: An employee, who separated, shall be entitled to the vacation allowance for the current year prorated upon the number of months worked in the calendar year in which the



separation becomes effective and any vacation leave which may have been carried over from the preceding calendar year.

An employee, when retiring, under approved New Jersey Pension system, shall be entitled to one (1) year's vacation allowance plus any accrued vacation allowance.

SECTION VI: Upon the death of permanent employee, any earned annual vacation leave shall be calculated and paid to his estate in a sum of money equal to the compensation figured on his salary rate at the time of the death.

SECTION VII: Part-time temporary or part-time provisional employees shall not be entitled to vacation leave.

SECTION VIII: Vacation leave credits shall continue to accrue while an employee is on leave with pay. Credit shall not accrue while an employee is on leave without pay, except for military leave.

ARTICLE XII  
LEAVES OF ABSENCE

SECTION I:        Sick Leave and Family Leave:        Sick leave benefits may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to a contagious disease. Family leave benefits may be utilized for emergency attendance upon the member of the employees immediate family who is seriously ill and requires the employee's presence, or because of the death in the immediate family consisting of father, mother, wife, husband, child, sister or brother, also mother-in-law or father-in-law if residing in the household.

For purpose of benefit accumulation and accrual, sick leave and family leave will be combined leave. For definition and reporting purposes, sick leave and family leave are separate and distinct. **Sick time may be used in quarter (1/4) day increments.**

Combined leave benefits for permanent employees shall accumulate on the basis of one and one quarter (1 1/4) days per month or fifteen (15) days per year. Combined leave benefits for provisional and temporary employees, shall accumulate on the basis of one (1) day per month or twelve (12) days per year.

Combined leave benefits are credited to all permanent employees in advance on January 1st of each year. However, it must be understood these days are credited anticipating the employee will work the full twelve (12) months during the year. If the employee does not work twelve (12) months during the year, combined leave benefits will be prorated accordingly. Paid

absences are treated the same as days worked for the purpose of computing combined leave benefits.

Combined leave benefits will be at a rate equivalent to that payable if the employee were present for work. Employees who abuse their combined leave benefits and carry zero balance over into the next year may be required to accumulate said days before being eligible to use them. Any amount of combined leave benefits not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

If an employee is absent for reasons that entitle him to combined leave benefits, his supervisor shall be notified prior to the employee's starting time or as soon as practicable. Whenever employees report off sick, it is understood by the Employer that they will be at home and if for some reason an employee must leave their home during absences of sickness, then in that case they must submit to their department head a telephone number where they can be reached.

Combined leave benefits are not to be used for personal business. When sick leave or family leave is so improperly used, the employee is subject to disciplinary measures which can result in his removal. The Employer may require a supporting certificate from the treating physician for any period of absence due to illness, depending on the employee's record and circumstances of his request. The employee must submit a leave slip indicating whether the absence was due to sick leave or family leave.

Combined leave benefit credits shall continue to accrue while an employee is on any leave with pay. Credit shall not

accrue while an employee is on any leave without pay except military leave.

Employees, having accumulated ten (10) or more of their credited fifteen (15) sick days for that year, will have the option to be paid five (5) days wages in lieu of carrying over five (5) of their sick days. Any employee wishing to exercise the sick leave pay option must exercise the option by December 15th of the year in which the requirements have been met. Any decisions to exercise this option, subsequent to December 15 of the year in which the requirements have been met, shall not be recognized.

SECTION II: Sick Time Abuse Language: The Employer may require a supporting medical certificate from a treating physician for any period of absence due to illness of 3 consecutive days or more or for more than 10 separate occurrences during the calendar year. Quarter and half sick days will count towards the 10. Absences documented with a supporting medical statement from a treating physician prior to the 10<sup>th</sup> occurrence will not count towards the maximum.

The Employer will track sick leave use and counsel employees as needed, but at least after 8 occurrences and warn the employee that after the 10<sup>th</sup> occurrence supporting statements from a treating physician will be required for the balance of the calendar year.

Employees who are officially found to be abusing the sick leave provision will be disciplined accordingly. In addition, the employee will be required to submit supporting statements from a treating physician for any sick leave exceeding 5 days for the subsequent calendar year. Employees that have been found to

abuse their sick time and use more than 15 sick days in a calendar year may earn their sick time on a pro-rated basis the next year.

SECTION III: Bereavement Leave:

A. In the event of death of a member of the immediate family of any employee covered by this Agreement, the immediate family being mother, father, sister, brother, spouse, child, mother-in-law, father-in-law, grandchildren, grandparents, son-in-law, daughter-in-law, or any other relative living in the household of the employee, said employee shall be excused from work for a period not to exceed four (4) work days for grieving purposes, commencing the day after date of death. The employee will be paid his regular hourly rate for any such day of excused absence which occurs during his normal work week, but in no event more than eight (8) hours pay for any one (1) day.

B. In the event of the death of an employee's brother-in-law or sister-in-law, the employee may be excused for the day before and the day of the funeral, if he is scheduled to work.

C. In the event of the death of an employee's step parents, aunt or uncle, the employee may be excused for the day of the funeral, if he is scheduled to work.

D. It is intended that the above payment be made for such period only that the employee would have been working and that employees will receive only one (1) benefit at one (1) particular time. This is to say, there will be no pyramiding of benefits.

E. The Employer may require proof of relationship when the relationship is not common knowledge.

SECTION IV: Occupational Injury: Any employee who is disabled because of occupational injury shall be granted a leave of absence with full pay for time lost from work provided that the injury has been substantiated by a physician authorized by the Township, and the amount of time lost has been substantiated by the physician. Any amount of salary or wages paid or payable to such an employee for disability leave shall be reduced by the amount of Workmen's Compensation paid under the New Jersey Workmen's Compensation Act, for temporary disability. Such leave shall be limited to a maximum of six (6) months from the date of injury.

Employees returning from authorized leave of absence, as set forth above, will be restored to their original job classifications and shifts at the appropriate rate of pay with no loss of seniority or other employee rights, privileges or benefits.

Extension of the above limits may be applied upon approval of the Township Administration after careful consideration of the nature of Accident and Disability.

SECTION V: Limited Duty Policy: Employees that are out on a work related or non-work related injury may be assigned limited duty. These assignments will be distributed by the Personnel Department with approval from the Township physician. Employees will be required to work the same amount of hours as mandated in their previous position. Their work schedule can only be adjusted by two hours at the beginning or end of their shift.

SECTION VI: Jury Duty: In the event that an employee is called to jury duty, he/she will be granted time off as the court requires. The absence from work will not be counted against the regular vacation period or sick leave accumulation. The employee will be paid only for that time actually required to serve on jury duty. All requests for jury duty leave must be filed in advance with the Personnel Department.

SECTION VII: Personal Days: All employees covered under this Agreement shall be entitled to five (5) days leave of absence with pay each year for personal business. Personal days shall not be taken in conjunction with vacation or sick leave and said days must be approved forty-eight (48) hours in advance of taking them except in case of an emergency. **Personal days may be taken in quarter day (1/4) increments;** must be taken during the calendar year in which earned; and are not accruable.

SECTION VIII: Maternity Leave:

A. Employees covered by this Agreement who are entitled to maternity leave will be granted such leave upon request. Request for such leave will be made in writing to the Township no later than the fourth month of pregnancy. Employees shall be permitted to use their accumulated sick leave towards the maternity leave, with appropriate payment for said sick leave benefits. Except for reasons of health and safety, or inability to perform her job the pregnant employee shall be permitted to work provided the attending physician approves and so advises in writing.

B. Maternity leave without pay will be granted for a period of six (6) months with the option of extension for a period of no

more than six (6) months, said extension not to be unreasonably withheld.

SECTION IX: Military Leave: Leave for Military purposes shall be granted in accordance with Rule 4A:6-1.11 of the N.J. Civil Service Rules, Title 4.

SECTION X: Witness Duty: When an employee is summoned or subpoenaed to appear as a witness before a court, legislative committee or judicial or quasi-judicial body, they shall be granted the necessary time off without loss of pay to attend if such appearance is during their scheduled work shift, and provided it is work related. The employee shall notify their supervisor immediately of this requirement for time off and subsequently furnish evidence that the witness duty for which the time off had been requested was performed.



## ARTICLE XIII

### UNION LEAVE

Union members to be designated by the Union shall be granted thirty (30) aggregate days per calendar year with full pay for union business leave each year. In addition, unlimited unpaid leave after thirty (30) days may be used. For leaves exceeding three (3) consecutive days, the Local President or designee shall give the appropriate Department Head fifteen(15) working days notice. The Department Head shall grant said leave unless work schedules demand otherwise. For leaves of three (3) consecutive days or less the Union President or designee shall notify the appropriate Department Head within three (3) work days of knowledge of said business but not less than five (5) work days of the date of the requested leave.

## ARTICLE XIV

### SENIORITY

SECTION I: Seniority is defined as an employee's continuous length of service with the Employer, beginning with his latest date of hire as a provisional or permanent employee.

SECTION II: Layoff is separation of a permanent employee from his position for reasons other than delinquency or misconduct on his part. The Employer may layoff an employee in the classified service for purposes of budgetary limitations requiring a reduction of the number of employees in a given

class, having first informed the Union of the need for such limitations.

A. In the event of layoff, departmental seniority shall prevail, provided the employee has the necessary qualifications, skills, abilities and job-title to perform whatever work may be available.

B. The Employer agrees that employee layoffs shall be according to procedures specified in Career Service Rules.

C. Employees on layoff shall be recalled in the inverse order of layoff, provided the employee has the necessary qualifications, skills, abilities and job-title for the work available. The Employer will not hire new employees while there are employees on the recall list qualified to perform the duties of the vacant position, unless such employees on recall refuse to accept such employment.

SECTION III: In all applications of seniority under this article, where ability to perform work is equal as determined by the employer, seniority shall be given preference in promotions, demotions, layoffs, recall, vacation schedules, work shifts and training. This determination shall not be capricious or arbitrary.

SECTION IV: Career Service rules and regulations shall prevail in all of the above.

ARTICLE XV  
JOB VACANCIES

The employer shall forward notices of all job vacancies to the union president for posting five (5) days prior to closing date (entry level titles included, unless previously arranged with the union.)

The union will post the notice in whatever manner deemed appropriate.

Notices will contain the title, division where vacancy exists, salary range, salary and any additional information deemed necessary. Approved job specifications and a date for the new position will be available to each interested applicant.

ARTICLE XVI  
TRANSFER AND REASSIGNMENT

SECTION I: Transfer is the movement or change of an employee from one position or from one job-assignment to another within the same job classification in another organizational unit or department within Hamilton Township.

Transfers are:

- A. Permanent, if made for indeterminate periods.
- B. Temporary, if made for a period not exceeding six months.

SECTION II: Reassignment is the movement of an employee from one job assignment to another within his job classification and within the work unit, organizational unit or department.

Reassignment of employees may be made in accordance with the fiscal responsibilities of the appointing authority to improve or maintain operational effectiveness, or to provide employee development and job training, or a balance of employee experience in any work area. Where such reassignments are not mutually agreed to, the Employer will make reassignments in the inverse order of the job classification seniority of the employees affected, given the above conditions, providing the employees are capable of doing the work and it is agreed that special qualifications of a personal nature or special hardship which may result will be given due consideration.

## ARTICLE XVII

### PROMOTIONS

1. Promotion qualifications and procedures for permanent classified employees are governed by the Career Service laws, rules and regulations.

2. All provisional job openings will be filled by promoting within the Department from the next lower rated job titles, provided the employee possesses the necessary skill, ability and knowledge to perform the duties required of the higher rated job.

3. For purposes of promotions only, seniority shall be defined as an employee's continuous length of service within present job title.

## ARTICLE XVIII

### SALARY COMPENSATION PROGRAM

SECTION I: Longevity Pay: Employees in this Union shall be paid, in addition to their salaries, longevity pay on completion of the years of service as of January 1st as listed below:

7/1/99 - 6/30/02

5 Years of Service....	\$600 annually
10 Years of Service....	\$800 annually
15 Years of Service....	\$1100 annually
20 Years of Service....	\$1350 annually
25 Years of Service....	\$1450 annually

1. Longevity pay shall be paid to full-time employees based on the years of continuous service with the Employer. All employees who have completed the above required years of service during any quarter of the calendar year shall be paid the prorated sum of longevity pay as set forth in the above schedule at the end of the calendar year.

2. Part-time employees will be paid a pro-rated amount based on the number of hours worked.

## SECTION II: Transportation Allowance

Whenever an individual employee is authorized and required to use his privately owned vehicle, or as a condition of employment, uses such vehicle, the Employer will be responsible in accordance with appropriate Township regulations for such sanctioned use and shall reimburse the employee no less than twenty-five cents (.25¢) for each mile of such use. The requirement to utilize a privately owned vehicle shall not be imposed where it causes undue hardship on the employee, or when an official Township vehicle is available.

Employees who are regularly assigned to use their privately owned vehicles on a daily basis will be entitled to receive reimbursement for business use insurance premiums, provided proper documentation is presented to the employer. The reimbursement will not exceed \$100 per year and shall be prorated on a monthly basis.

Employees who do not hold a valid and current driver's license shall not drive. Authorization for such use is predicated on the individual maintaining basic automobile insurance and current registration as specified in the N.J. Motor Vehicle Regulations.

SECTION III: Clothing Allowance:

A. Employees serving in a nursing, or dog warden title shall be eligible to receive a \$350 a year clothing maintenance allowance during the contractual period of this Agreement. Payment will be made based on the number of months actually worked in each year.

(1) There will be no clothing allowance provided in the first year of the individual's employment. Clothing allowance will be paid to the employee after one year of service at the rate stipulated in the collective bargaining agreement. Employees who do not work a full year will receive clothing allowance pro-rated on the number of months actually worked.

B. The Township will provide uniforms for certain supervisors in the first year of their employment consisting of the following:

- 5 pr. pants
- 5 long sleeve shirts
- 5 short sleeve shirts
- 5 tee shirts
- 1 set coveralls
- 1 short jacket
- 1 heavy weather sur coat

(1) In the first year of this agreement the Township will provide uniforms to certain supervisors consisting of the following:

- 2 pair pants
- 2 long sleeve shirts
- 2 short sleeve shirts
- 5 tee shirts
- 1 light coat

(2) In the third year of this agreement the Township will provide uniforms to certain supervisors consisting of the following:

- 2 long sleeve shirts
- 2 short sleeve shirts
- 2 pair of pants
- 5 tee shirts



\$200/Yr. Cleaning and maintenance allowance in the first year of this agreement and \$250/Yr. In the third year.

Replacement will be made only for damage caused while performing work related duties.

C. The Township will provide E.P.&I. inspectors:

1 set coveralls

SECTION IV      Salary Program:      Effective July 1, 1999 there shall be a three percent (3%) across the board increase for all employees covered by this agreement.

Effective July 1, 2000 there shall be a three percent (3%) across the board increase for all employees covered by this agreement.

Effective July 1, 2001 there shall be a three percent (3%) increase for all employees covered by this agreement.

Salary ranges for all new employees hired after June 30, 1996 shall consist of eight (8) steps.

All eligible employees will receive increments on their anniversary date in each year of this agreement.

Employees must be in their current title at least one full year in order to earn an increment. Employees who receive salary upgrades must be in their current title at least one full year from date of upgrade in order to earn an increment.

Employees will have an anniversary date on the first day of the quarter following their date of hire, promotion or upgrade.

Following promotions, salaries shall be adjusted to the nearest step in the new range equivalent to at least one full increment.

Employees covered by this Agreement shall automatically receive in any contractual year of this Agreement all increases in salaries, wages, special monetary allowances or other monetary compensations, in addition to any increased changes in fringe benefits, either negotiated and/or granted to other employees of the Union, excluding promotions.

A system of position classifications with appropriate position descriptions shall be continued. Copies of current position descriptions will be made available to the Union.

ARTICLE XIX  
INSURANCE AND RETIREMENT

SECTION I: The employer shall provide for all its employees and their eligible dependents covered under this agreement the following Health Insurance Programs:

Horizon Traditional Program (Traditional Indemnity Program)

Single	\$10
Parent/Child	\$15
Husband/Wife	\$15
Family	\$20

All employees hired after June 30, 1996 and their eligible dependents remain ineligible for this program.

Horizon Blue Card PPO (Preferred Provider Organization)

Doctor Co-Pay \$10

This program has the following payroll deductions:

Single	\$3.57
Parent/Child	\$10.77
Husband/Wife	\$10.77
Family	\$14.18

Horizon Blue Choice (Point of Service)

This program will be offered to all employees in this bargaining unit. This program currently has no payroll deductions.

Doctor Co-Pay \$5      80% Out of Network Benefits

During open enrollment employees will have the opportunity to waive their medical coverage. Employees can choose to waive their medical coverage one year at a time and will be reimbursed \$1,000 by the Township of Hamilton. Proof of other medical coverage is required to participate. Employees can elect to reinstate their Health coverage during the year. Employees that have their Health coverage reinstated will be responsible for reimbursing the Township of Hamilton the \$1,000 on a pro-rated basis. If employment is terminated the employee is responsible for reimbursing the Township of Hamilton any monies owed.

#### Prescription Drug Plans

Employees that retire on or after 07/01/99 will be eligible for a prescription drug card. Retirees are eligible for the same prescription medication as active employees. Employees that are eligible for a prescription drug card will no longer have any prescription drug benefits under their health insurance carrier. Only employees that are eligible for medical benefits under section II of this agreement will be eligible for a prescription drug card at retirement.

Employees that retired before 07/01/99 will retain the right to submit prescription drug insurance claims to the major medical portion of their health insurance.

#### Active Employee Co-Pay

Name Brand Drugs:     \$9

Generic Drugs:         \$2

## Retired Employee Co-Pays

15% Co-Pay of the cost of the prescription. (Mail order only)

20% Co-Pay of the cost of the prescription.

The employee is responsible for the co-pay at the pharmacy.

## DENTAL AND VISION

The dental and vision programs will continue with the same level of benefits as in the prior contract.

Effective since January 1, 1992, employees have been enrolled in the N.J. State Disability Program. The cost will be shared equally by the employer and the employee, with deductions made through the payroll deduction plan.

Employees will be offered a Flexible Spending Account that they can choose to enter voluntarily. However, all payroll deductions will be automatically pre-taxed. The Personnel Office will manage the program and provide all the details.

It is understood that employees shall suffer no diminution of benefits offered under the plans in effect.

SECTION II: The Employer agrees to provide retirement benefits in accordance with N.J.S.A. 40A:10-23.

SECTION III: All employees shall be entitled upon normal retirement under the N.J. Public Employees' Retirement System to receive a lump sum payment at retirement as supplemental compensation for each full day of earned and unused accumulated sick leave benefits and family leave benefits which are credited to them on the effective date of their retirement.

The supplemental compensation payment to be paid shall be computed at the rate of sixty (60) percent of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave benefits and family leave benefits based upon the average annual compensation received during the last year of their employment, prior to the effective date of their retirement, provided, however, that no such lump sum payment of supplemental compensation payment shall exceed \$21,000.00.

SECTION IV: Effective January 1, 1987, the Township will pay a lump sum cash payment equal to sixty (60) percent of the unused sick leave to the estate of an employee who dies prior to retirement, not to exceed \$21,000.00.

SECTION V: Effective January 1, 1991, any employee who retires with at least 30 years of service with the Township at age 65 or older and who is not a member of the Public Employees Retirement System of the State of New Jersey shall be entitled to the same health benefit continuation as is provided under Section II hereof without regard to the applicability of the statute referenced therein, supplemental compensation for earned and unused sick leave as provided in Section III hereof, and one year's vacation allowance as is provided to employees retiring

under approved New Jersey Pension System in Article XI, Section V of this agreement.

SECTION VI: The employer will pay for extended health benefits while an employee is on leave without pay status for a period of **six (6) months**.

## ARTICLE XX

### GENERAL PROVISIONS

SECTION I: The Union President will be notified by the Employer or their designee in writing of any changes affecting personnel due to transfer or promotion within a reasonable time after the issuance of such notice in order to conform more closely with Career Service rules and regulations.

SECTION II: The Employer will provide the Union for its exclusive use, one (1) bulletin board per building in a place designated by the Employer.

SECTION III: The Employer agrees that, during working hours on Township premises and without loss of pay, a union representative must receive permission from his immediate supervisor and employee's supervisor to whom he is going, to confer in grievance matters. Union representatives shall be allowed to: post Union notices; accept Union membership during all employees' non-working time; attend negotiation meetings; transmit communications authorized by the Union or its officers

to the Employer; and consult with the Employer or other Union representatives concerning the enforcement of any provisions of this Agreement.

SECTION IV: The Employer shall have the right, at its discretion, to apportion work by contract or sub-contract to employees or others, as it may see fit in order that the services to be performed by the Employer may be carried out for the benefit of the public, which determination shall not be subject to the grievance procedure. Such contracting or sub-contracting of work performed by the Township employees should not result in layoffs of employees covered by this Agreement.

When it is necessary to layoff employees, the union shall be notified at once and as far in advance as possible of the notice required by the New Jersey Department of Personnel, and be supplied with relevant data concerning the layoff and procedures discussed and the conditions outlined below and the established protections administered by the Department of Personnel shall be observed. The Township shall provide the Union with seniority lists and grids for directly affected employees in advance of the final option selection interviews at the time these materials are received by the affected department.

In the event of a layoff, the Union shall be allowed to have one (1) representative attend the preliminary layoff conference for all affected unit employees when conducted by the Township and one (1) representative attend the individual employee's final options selection interview. It is understood that the purpose of the Union representative's attendance at the meetings is to observe and advise employees with respect to questions arising



out of the process, however, the representative shall not disrupt the proceeding in any way.

The Township will discuss with the Union any decision to subcontract work based on solely fiscal reasons when it is apparent that employees will be laid off as a direct result of the subcontracting.

If, during the term of this contract, the Township contracts out or subcontracts work normally performed by employees covered by this contract and such action results in layoff or demotion, employees will be protected by the layoff and recall provisions of the contract and by any relevant laws, rules and regulations.

SECTION V: Employees have the responsibility to notify their supervisor in accordance with Township regulations prior to the beginning of the employees starting time if they are to be tardy or absent. If for some reason the employee is unable to call prior to his starting time, he must make a notification within the first hour of work except in a continuous operation, at which time they will be required to call prior to the start of the shift, or he will be subjected to disciplinary action.

SECTION VI: Each employee shall have the right to see and respond to any and all documents before they are placed in his/her personnel file, said documents to be initialed by the employee. The employee has the right to the presence of a Union representative while reviewing his/her personnel file. Should the employee object to any documents he/she shall have the right to place a written response in their file. Whenever an employee shall have had no disciplinary actions for at least two years,

any previous disciplinary record will not be used for Township level disciplinary action or included in the Township recommendations for new employment.

If requested by the employee, all ninety day evaluations for out-of-title work, shall be removed from his/her personnel file.

SECTION VII: The Employer will make a reasonable effort for the safety and health of its employees and will provide employees with wearing apparel, tools, or devices deemed necessary in order to ensure their safety and health. When such materials are issued, it is the employees' obligation to use them. The Employer and the Union shall endeavor to designate a safety committee member from each of its departments covered under this Agreement. It shall be the joint responsibility of the safety committee to investigate and correct unsafe and unhealthy conditions in general, and to make recommendations to either or both parties, when appropriate. The Employer will provide the Union's safety committee member reasonable time to investigate safety and health complaints in their department during their working hours at no loss of pay. The employee must first obtain permission from his immediate supervisor and it is understood that during his investigation he will not interfere with the work assignments of others. The Employer's safety committee member will accompany the Union representative on his investigation.

SECTION VIII: If during the term of this agreement it is determined that new job descriptions and/or classifications are established or that changes are made in existing job descriptions and/or classifications, the parties agree they will consult with

a view toward arriving at a mutually acceptable determination, including the rate of pay, prior to such changes being made effective.

SECTION IX: Employee Advisory Service (E.A.S.):

A. The employer shall provide an Employee Advisory Service (E.A.S.) to assist employees in achieving and maintaining the highest level of job performance of which they are capable. E.A.S. shall provide access to counseling, rehabilitative and/or community services for an employee who:

1. Has received an unsatisfactory performance rating.
2. Is experiencing personal problems which affect job performance or attendance.
3. Has a family member who is experiencing personal problems which affect the employee's job performance.

B. Employees may voluntarily contact E.A.S. or may be referred to E.A.S. by the employer. If the employee consents, he or she may be referred by a union representative. An employee should be referred to E.A.S. as soon as problems are manifested which may affect job performance.

C. Except as conditioned below all E.A.S. information regarding an employee is confidential.

1. An employee may authorize, in writing, the release of all or part of such information.
2. In employer referrals, the employer will be informed:

- a. Whether an employee has been accepted for a program.
- b. Whether or not an employee has kept appointments.
- c. Dates and times of future appointments.
- d. The estimated time needed to complete the program if reasonably ascertainable.

D. Employees may use sick leave or other leave with the approval of the employer.

E. All costs shall be the responsibility of the employee. Health insurance benefits may be used where applicable.

F. Use of the provisions of this article may not necessarily preclude an employee from being disciplined if any township rules, regulations, contracts, ordinances or state or federal laws are violated.

Any determination to administer discipline shall not be capriciously or arbitrarily applied.

SECTION X: Any and all existing agreements and/or understanding not specifically deleted or modified by this agreement shall remain in full force and effect for the life of this agreement.

ARTICLE XXI  
EFFECT OF AGREEMENT; SAVINGS CLAUSE;  
COMPLETE AGREEMENT

SECTION I: Regulatory policies initiated by the Employer, which have the effect of work rules governing the conditions of employment and which conflict with any provision of the Agreement, shall be considered to be modified consistent with the terms of the Agreement, provided that if the Employer changes or intends to make changes which have the effect of elimination in part or in whole such terms and conditions of employment, the Employer will notify the Union. If requested by the Union within ten (10) days of such notice or of such change or of the date on which the change would reasonably have become known to the employees affected, the Employer shall within twenty (20) days of such request enter negotiations with the Union on the matter involved. If a dispute arises as to the negotiability of such matters, then the procedures of the Public Employment Relations Commission shall be utilized to resolve such dispute.

SECTION II: If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority or court of competent jurisdiction to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Upon the request of either party, the Employer and the Union agree to meet and renegotiate any provision so affected.

SECTION III: The Employer and the Union acknowledge this to be their complete Agreement inclusive of all negotiable issues whether or not discussed and hereby waive any right to further negotiations except as may otherwise be provided herein or specifically reserved for continued negotiation.

ARTICLE XXII  
TERM OF AGREEMENT

This Agreement shall be effective as of the 1st day of JULY, 1999, and shall remain in full force and effect through JUNE 30, 2002. It shall be automatically renewed from year to year thereafter unless either party shall give written notice ninety (90) days prior to the anniversary date of its desire to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the following manner.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

The parties to negotiate in good faith on all matters presented for negotiations. Should an impasse develop, the procedures available under law shall be utilized exclusively in an orderly manner in an effort to resolve such impasse.

In witness whereof, the Employer and the Union have caused this Agreement to be signed by their duly authorized representatives

MEMORANDUM OF UNDERSTANDING BETWEEN  
THE TOWNSHIP OF HAMILTON  
AND  
COMMUNICATION WORKERS OF AMERICA  
AFL-CIO

PENSION REOPENER

The parties agree to reopen this contract to negotiate the possible implementation of an "Early Retirement Program" If permitted to do so by amendments to the State Pension Laws.

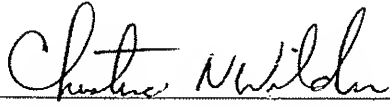


For the Township of Hamilton



Glen D. Gilmore, Mayor

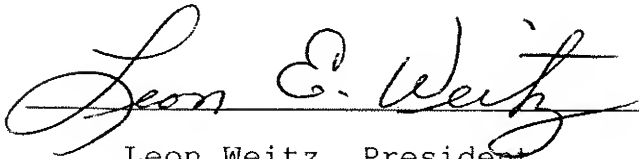
Attested By:



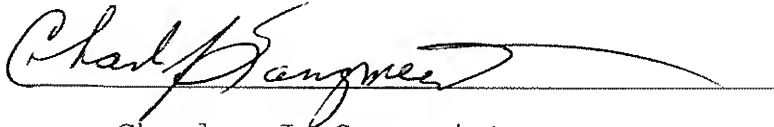
Christina N. Wilder, Clerk

For the Communications Workers of America Local 1042:

(AFL-CIO)



Leon Weitz, President



Charles J. Sangmeister,

CWA Representative